



REPORT/RECOMMENDATION

To: MAYOR AND COUNCIL	Agenda Item <u>No. VII. E.</u>
From: Lisa Schaefer Human Resources Director	<input checked="checked" type="checkbox"/> Action <input type="checkbox"/> Discussion <input type="checkbox"/> Information
Date: March 20, 2012	
Subject: 2012-2013 Labor Contracts for I.U.O.E. Local 49: Public Service Worker Unit and Teamster's Local 320: Police Officer Unit	

ACTION REQUESTED:

Approve 2012-2013 union contracts for Local 49: Public Service Workers and Local 320: Police Officers.

INFORMATION/BACKGROUND:

The proposed agreements for both the City's Public Service Worker's and Police Officers contain the following significant changes:

- A two-year agreement (2012 - 2013)
- A 2% increase to all steps and classifications effective 1-1-2012, and a 2% increase to all steps and classifications effective 1-1-2013.
- A language change to provide for the same employer contribution to the City's cafeteria plan as is given to all non-union city employees.
- The establishment of a cap on the number of vacation hours that can be accrued.

ATTACHMENTS:

- City of Edina and Local 49 Proposed Contract Language
- 2010-2011 Labor Agreement between City and Local 49
- City of Edina and Local 320 Police Officer Unit Proposed Contract Language
- 2010-2011 Labor Agreement between City and Local 320: Police Officers

LABOR AGREEMENT

between

THE CITY OF EDINA

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

**LOCAL NO. 49
AFL-CIO**



JANUARY 1, 2010 to DECEMBER 31, 2011

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LABOR AGREEMENT

BETWEEN

THE CITY OF EDINA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49 AFL-CIO

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Edina hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

- Environmental Specialist
- Park Keeper III
- Park Keeper II
- Park Keeper I
- Utility Specialist
- Utility II

- Utility I
- Mechanic
- Mechanic Specialist
- Heavy Equipment Operator
- Equipment Operator
- Carpenter – Mason Specialist
- Electrician/ Electronic Specialist III
- Electrical Maintenance Communications/ HVAC Specialist II
- Electrical Maintenance Communications/ HVAC Specialist I
- Laborer
- Traffic Control Specialist
- Paving/ Seal Coat Specialist

ARTICLE III - UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE V - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE VI - EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 Union Representatives

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated.

6.3 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.5 **Arbitrator's Authority**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 **Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last

answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

6.7 Choice of Remedy

If, as a result of the EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article VI or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article VI the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of Article VI or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article VI.

ARTICLE VII - DEFINITIONS

7.1 **Union:** The International Union of Operating Engineers, Local No. 49, AFL-CIO.

7.2 **Employer:** The individual municipality designated by this AGREEMENT.

7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.

7.4 **Employee:** A member of the exclusively recognized bargaining unit.

7.5 **Base Pay Rate:** The employee's hourly pay rate exclusive of longevity or any other special allowance.

7.6 **Seniority:** Length of continuous service in any of the job classifications covered by Article II – RECOGNITION. Employees who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT for the purposes of promotion, transfer and lay off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.

7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.

7.8 **Overtime:** Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

7.9 **Call Back:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE VIII - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE IX - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day. The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE X - OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Under Article 10.2, overtime opportunities not worked by employees will be recorded as not worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 When employee exceeds fourteen (14) hours continuous service, all hours in excess of fourteen (14) will be paid at twice the base rate.

10.6 All emergency work performed by employees between the hours of 12:00 A.M. and 11:59 P.M. on New Year's Day, the Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and effective on December 31, 2001 and thereafter, Christmas Eve and New Year's Eve after 1/2 the regular work shift when the Christmas Eve and New Year's Eve fall on Monday, Tuesday, Wednesday, or Thursday, shall be paid at two (2) times their regular rate of pay. When Christmas Eve and New Year's Eve fall on Friday, Saturday, or Sunday all work performed after 12:00 PM will be paid two times the regular rate of pay.

10.7 Overtime totals will be zeroed out at the end of the last pay period of every even numbered year.

ARTICLE XI - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the employee's base pay rate. Early reporting or extension of regularly scheduled work shall not qualify for the call back minimum.

ARTICLE XII - SCHEDULED UTILITY SYSTEM MONITORING

12.1 When assigned by the EMPLOYER to perform utility system monitoring and operations activities from a remote location on week nights, Saturdays, Sundays or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid \$70 per week night (3:30 p.m. to 7:00 a.m. – Monday, Tuesday, Wednesday, Thursday, and Friday) and \$140 per 24-hour day on Saturday, Sunday, or Holidays (7:00 a.m. to 7:00 a.m.) as system monitoring and operations pay. Article X & XI will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

ARTICLE XIII - VACATION LEAVE WITH PAY

13.1 **Amount.** The following accrual schedule shall apply to eligible employees:

1-5 continuous years of regular full-time employment	3.076 hours per pay period (10 days per year)
6-10 continuous years of regular full-time employment	4.61 hours per pay period (15 days per year)
11-15 continuous years of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for each additional year of service to 15 years of service. (Total at 15 years of service – 20 days per year).
16 continuous years of regular full-time employment	6.154 hours per pay period (20 days per year)

17 years or more of continuous
service of regular full-time
employment

An additional .307 hours per
pay period or one (1) additional
day of vacation for a total of
twenty-one (21) days of
vacation per year.

13.2 **Conditions Affecting Accrual of Vacation** – Although leaves of absence, under Section 12 of the City’s ordinance, do not affect the continuous years of service, for the purpose of determining accrual rates, vacation shall not accrue during leaves of absence under said Section 12.

13.3 **When Taken.** Vacation leave may be used as earned, subject to the approval of the department heads to the time at which it is taken.

13.4 **Maximum Annual Carry Forward.** All regular full-time employees with five (5) continuous years of employment or less may carry forward from one calendar year to the next all vacation leave earned during the calendar year. All regular full-time employees with more than five (5) continuous years of employment may carry forward not more than 40 hours of vacation earned during a calendar year. Vacation leave earned but not taken which exceeds 40 hours per calendar year shall be deducted from each employee’s vacation balance at the end of each calendar year. The maximum amount of vacation that may be taken during a calendar year is 25 days except that additional days may be taken in accordance with the family and medical leave policy adopted pursuant to Subsection 150.13.

13.5 **Accrual During Leave.** An employee using earned vacation or sick leave shall accrue vacation and sick leave during such use.

13.6 **Vacation Donation.** Any employee can donate two (2) days of accrued vacation leave to an individual who is out of sick leave.

ARTICLE XIV - SICK LEAVE WITH PAY

14.1 Employees will accrue sick leave with pay at a rate of one (1) day per month. Employees will be allowed to use sick leave during probation.

14.2 **Purpose.** Sick leave with pay may be granted to employees entitled thereto when the employee is unable to perform scheduled work duties due to illness/disability, the necessity for medical, dental or chiropractic care, childbirth or pregnancy disability, exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave with pay may also be granted for a variety of other family and medical circumstances. The amount and conditions under which sick leave with pay may be used for such circumstances is provided in the family and medical leave policy adopted pursuant to Subsection 150.13 of this code. Sick leave with pay may be granted for a maximum of five (5) days in the event of the death of an employee’s spouse, father, mother, spouse’s father or mother, child or stepchild, and a maximum of three (3) days in the event of the death of an employee’s grandparent, grandchild, brother or sister. One (1) day of sick leave will be granted in the event of death of a brother-in-law or sister-in-law.

14.3 Employees requesting sick leave shall contact the EMPLOYER or the EMPLOYER'S representative prior to the time the employee is regularly scheduled to report for duty or if unable to do so, notify him/her within the first thirty (30) minutes of the scheduled work day.

14.4 Written request for the sick leave to be used for other than personal injury or illness is to be made to the EMPLOYER'S representative prior to the using of the sick leave or the work day following the employee's return. The EMPLOYER reserves the right to verify the reported cause for the requested sick leave by such means as he/she deems necessary.

14.5 The employee, at the request of the EMPLOYER, shall provide proof of his/her physical ability to perform his/her normal duties upon his/her return from sick leave.

14.6 For employees hired prior to January 1, 2000, who choose not to participate in the City's New Severance Plan as outlined under "Policy For The Payment of Unused Sick Leave", attached hereto and made a part of this Agreement.

Employees will receive their birthday/ personal day off with pay provided the employee has used three (3) days or less (24 hours or less) sick leave during the previous calendar year. This day off will be approved only by the department head. In addition, employees will have the option of two (2) days off with pay provided the employee has used twelve (12) hours or less of sick leave during the previous calendar year.

14.7 Any employee may donate four (4) days of his/her sick leave to another employee who has no sick days left. However, this donation will only count as two sick days for the employee who received the sick leave.

ARTICLE XV - LEAVE WITHOUT PAY

15.1 An employee may be granted leave of absence without pay or benefits on account of sickness, disability, jury duty or other good and sufficient reasons which are considered to be in the best interest of the EMPLOYER. Such leave of absence shall not exceed ninety (90) working days unless a longer period is approved by the EMPLOYER.

15.2 All leaves of absence without pay shall receive the advance approval of the EMPLOYER.

15.3 In the case the employee is called to jury duty, the employee shall receive an amount of compensation from the EMPLOYER which will equal the difference between the employee's regular pay and the compensation paid for the jury duty.

ARTICLE XVI - SEVERANCE PAY

Effective January 1, 1999, this Article applies only to those employees hired before January 1, 2000, and who do not choose the City's new policy to buy back unused sick leave.

16.1 Eligible Employees

1. General Rule. The City shall provide severance pay only to those regular full-time employees who are no longer in their original probationary period (as

contrasted with a promotional probationary period), who leave employment with the City in good standing as described in Section 16 of the City Ordinance, and whose employment ends:

- (i) due to total and permanent disability, as determined by PERA under PERA rules; or
- (ii) after completion of twenty years of continuous service to the City.

2. Special Rule. The City Manager, in his/her sole discretion, is authorized to award severance pay to any employee or group of employees in regular full-time employment who are terminated due to the effects of a permanent elimination by the City of any functions or activities of the City.

16.2 Amount. The eligible employee's severance pay shall be a lump sum amount equal to six weeks' pay.

16.3 Time. The City shall provide the severance pay on the pay day immediately following the eligible employee's severance date. For total and permanent disability, however, the City shall provide the severance pay on the pay day immediately following its receipt of appropriate notice of PERA'S determination.

16.4 Definitions. The following special definitions apply only to this section.

1. "Eligible Employee" means an employee of the City who is eligible for severance pay under 16.1 of this section.
2. "Regular Full-Time Employment" means employment with the City where the employee is regularly engaged on a minimum of 40 hours every seven day cycle, as determined by the needs and particular customs in the employee's department.
3. "Pay" means the eligible employee's regular basic salary or wage (before any payroll deductions) for regular full-time employment in effect on the severance date.
4. "PERA" means the Public Employees Retirement Association under Minnesota Statutes, Chapter 353 (or any subsequent amendment or replacement thereof).
5. "PERA Rules" means the requirements for payment of an annuity or benefit from PERA as of May 31, 1989, (including any changes in such requirements adopted as of that date, but effective after that date).
6. "Severance date" means the last date on which the eligible employee performs duties in full-time employment.

ARTICLE XVII - HOLIDAYS

17.1 The following legal holidays will be observed as paid holidays:

- New Year's Day January 1st

- Martin Luther King Day 3rd Monday in January
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4th
- Labor Day 1st Monday in September
- Veteran's Day November 11th
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day 4th Friday in November
- ½ Day Christmas Eve Day December 24th
- Christmas Day December 25th
- ½ Day New Year's Eve December 31st
- Floating Holiday

17.2 When a paid holiday falls on a non-scheduled work day, the regular scheduled work day closest to the holiday shall be observed as the holiday.

17.3 One-half (½) day on Christmas Eve and one-half (½) day on New Year's Eve shall be paid holidays whenever they fall on one of the days Monday through Thursday.

17.4 Effective January 1, 2000, Columbus Day is dropped from the list of holidays in exchange for one (1) floating Holiday.

ARTICLE XVIII - RESIGNATIONS

Any employee wishing to terminate his/her employment with the EMPLOYER in good standing shall file a written resignation with the EMPLOYER at least fourteen (14) calendar days prior to the termination date. Failure by the employee to file said resignation within the required fourteen (14) day period may be considered just cause for the EMPLOYER to deny future employment and severance pay to the employee. Unauthorized absence from work for a period of three (3) consecutive working days may be considered by the EMPLOYER as a resignation by the employee.

ARTICLE XIX - USE OF CITY EQUIPMENT AND FACILITIES

City tools, equipment and facilities are to be used only for official business unless specifically authorized by the EMPLOYER as a condition of the employee's employment.

ARTICLE XX - UNIFORMS

20.1 The EMPLOYER shall provide eleven (11) uniforms and two (2) work jackets or equivalent clothing program equal to \$500.00 funding level for each employee, subject to three conditions:

- (1) Employee must wear approved uniform.
- (2) Uniform shirt would have City identification on it.
- (3) Sleeved shirt and long pants are mandatory minimum uniform.

ARTICLE XXI - TUITION REIMBURSEMENT

- 21.1 The EMPLOYER encourages its employees to improve job performance in their present positions and to prepare for advancement through self-development. Towards this end, the EMPLOYER will share the cost of education which directly relates to the performance of an employee on his/her present assignment or which prepares him/her for advancement in the foreseeable future.
- 21.2 The EMPLOYER will reimburse eligible employees upon presentation of their final grades for the following:

Grade of A	100% of tuition
Grade of B	100% of tuition
Grade of C	90% of tuition
Grade of D	0% of tuition
Pass/Fail	100% of tuition if passed

- 21.3 Charges for books, supplies, transportation, time required to take the course and all other incidental expenses shall be borne by the employee.
- 21.4 Courses paid for in full under the G.I. Bill or other Federal, State, or private funds are not eligible for tuition reimbursement. Courses paid for by other than EMPLOYER funds which exceed the percentages of reimbursement designated in 21.2 are not eligible for EMPLOYER tuition reimbursement. Courses paid for by other than EMPLOYER funds, but not equal to the percentages designated in 21.2 are eligible for the EMPLOYER tuition reimbursement in the amount of the difference between the funds provided and the percentages designated in 21.2.
- 21.5 To become eligible for tuition reimbursement, the employee must:
- (a) Have satisfactorily completed one years' service.
 - (b) Received approval of the course at the particular school from the EMPLOYER prior to the commencement of the course.

ARTICLE XXII - NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

- 22.1 It is agreed by the City and the UNION that both parties shall provide the equal employment opportunities and membership in the UNION without regard for race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age or criminal record.

ARTICLE XXIII - WAGE RATES

- 23.1 See Job Classifications and Wage Rates in Appendix "A-1".

ARTICLE XXIV - LEGAL DEFENSE

- 24.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 24.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the employee's employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE XXV - RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE XXVI - DISCIPLINE

- 26.1 The EMPLOYER will discipline employees only for just cause.
- 26.2 After four years of employment, the EMPLOYER will annually review an employee's personnel file. The EMPLOYER will remove from the employee's personnel record, letters and other written documents that relate to reprimand and commendations; and all such documents that are older than three (3) years.
- 26.3 The EMPLOYER will not conduct an investigatory interview with an employee where the information from the interview could lead to disciplinary action against the employee without the employee being given the right to have a third party or Union Representative present at the interview.

ARTICLE XXVII - SENIORITY

- 27.1 Seniority will be the determining criterion for transfers, promotions and lay-offs only when all job-relevant qualification factors are equal.
- 27.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE XXVIII - PROBATIONARY PERIODS

- 28.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period.

- 28.2 All employees will serve a twelve (12) months' probationary period in any job classification in which the employee has not served a probationary period.
- 28.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 28.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE XXIX - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

Employees will wear safety equipment that is provided by the City during applicable situations.

ARTICLE XXX - JOB POSTING

- 30.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- 30.11 have the necessary qualifications to meet the standards of the job vacancy; and
 - 30.12 have the ability to perform the duties and responsibilities of the job vacancy.
- 30.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article XXVIII [PROBATIONARY PERIOD].
- 30.3 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience. Whenever all job relevant qualifications, abilities and experience are equal, then seniority will prevail.
- 30.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE XXXI - INSURANCE

The EMPLOYER shall contribute \$775.00 per month in 2010 for the City provided employee benefit coverage, and life insurance, and for optional benefits offered by the City through its flexible benefit plan. In year 2011, the EMPLOYER will provide the same increase in EMPLOYER contribution as is given to all non-union City employees.

ARTICLE XXXII - INJURY ON DUTY [IOD]

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's

normal net take home pay (i.e., regular salary less mandatory deductions) and Worker's Compensation Insurance payments for a period not to exceed ninety (90) working days, not charged to the employee's sick leave, vacation, or other accumulated benefits.

Such injury-on-duty pay shall be granted only to employees certified by the Worker's Compensation carrier as being incapacitated as a result of injury incurred through no misconduct of their own while on the actual performance of City assigned duties and only during the period they remain so certified.

The City Manager shall have the discretion to require an injured employee to submit to a medical examination by competent medical authority approved by the City to determine if the employee is capable and qualified to return to any assigned City duties commensurate with his/her capabilities.

To qualify for such compensation an employee shall comply with all requirements of the Minnesota Worker's Compensation Law.

ARTICLE XXXIII - WAIVER

- 33.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 33.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXXIV - DURATION

This AGREEMENT shall be effective January 1, 2010, and shall remain in full force and effect until the 31st day of December, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2011.

**FOR THE INT'L UNION OF
OPERATING ENGINEERS,
LOCAL NO. 49:**

Glen Johnson, Business Manager

Todd Doncavage, Area Business Rep.

Dave Snaza, Steward

Jerry Reiter, Steward

Steve Hamer, Steward

Michael Bauer, Steward

Jay Van Altvorst, Steward

FOR THE CITY OF EDINA:

Scott Neal, City Manager

Cecelia M. Smith, Asst. to
City Manager

CITY OF EDINA

APPENDIX A-1

WAGES

A. The following wage schedule will be in effect from the first payroll period in 2010 through the last payroll period in 2011:

<u>Classification:</u>	<u>½ %</u>	<u>1%</u>
	<u>2010</u>	<u>2011</u>
Park Department:		
Environmental Specialist	24.47	24.72
Park Keeper III	24.12	24.36
Park Keeper II	23.04	23.27
Park Keeper I	18.36	18.54
Utility:		
Utility Specialist (Includes HEO Ability) ...	24.47	24.72
Utility II	23.42	23.65
Utility I	23.04	23.27
Mechanics:		
Mechanic Specialist	24.47	24.72
Mechanic	24.12	24.36
Street Department:		
Heavy Equipment Operator	24.12	24.36
Equipment Operator	23.04	23.27
Carpenter – Mason Specialist	24.47	24.72
Electrician/Electronic Specialist III	24.47	24.72
Electrical Maintenance –		
Communications/HVAC Specialist II ...	23.42	23.65
Electrical Maintenance –		
Communications/HVAC Specialist I ...	23.04	23.27
Laborer	18.36	18.54
Traffic Control Specialist	24.47	24.72
Paving/Seal Coat Specialist	24.47	24.72

*In the event that the City Council approves a higher increase for non-union employees in 2009, the increase will be expanded to include this bargaining unit contract in 2009 also.

Upon ratification of the 2007 LABOR AGREEMENT, members of IUOE Local No. 49 who do not have direct deposit, shall receive separate checks for retroactive wages and medical benefits back to January 1, 2007, from the date of the final signing of the new AGREEMENT.

Those in Heavy Equipment Operator slots must be competent to operate all of the following equipment:

 Graders, Loaders with bucket capacity greater than 1½ yards, Self-Propelled Street Sweeper exceeding 40 HP, Asphalt Rollers greater than 5 Tons, Backhoe with greater than 15' reach, and Self-Propelled Pavers or Chip Spreaders.

A premium pay of \$3.25 per hour will be paid to Park Maintenance employees for hours worked prior to 7:00 A.M. while engaged in regularly scheduled ice rink maintenance. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses sick leave they are exempt from premium pay. Premium pay will not be paid during overtime worked.

Premium Pay – Snow and Ice Emergency Pay. A premium pay of \$3.25 per hour will be paid to Public Works and Park Maintenance employees for hours worked prior to the start of the regularly scheduled shift while engaged in emergency snow and ice control. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses sick leave they are exempt from premium pay. Premium pay will not be paid during overtime worked. There will be no pyramiding of premium pay (Intent of language is to be exactly the same as above practice in the Park Dept.).

CITY OF EDINA

APPENDIX A-2

SEASONAL EMPLOYEES

The City of Edina and I.U.O.E. Local 49 recognize the following two types of seasonal workers:

Retirees of the Edina Public Works Bargaining Unit

1. **Retiree Seasonal Employee:** An employee who works in a position that is reasonably expected to be 163 calendar days or less within the January 1 to December 31 time period. The 163 day period starts on the first day that any Retiree Seasonal Employee

starts to work. All Retiree Seasonal Employees shall be terminated from employment at the end of the initial 163 day period. During the 163 Retiree Seasonal Employment Period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the 163 day period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2.

(1.a.) The 163 day period mentioned above shall be kept by each department, (i.e. Park Department Retiree Seasonal Employees get to work 163 days and Public Works Department Retiree Seasonal Employees get to work 163 days).

2. **Union Security.** The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all Retiree Seasonal Employees authorizing in writing such deduction, or as allowed for fair share dues as provided for under PELRA, and remit such deduction to the appropriate designated officer of the UNION.
3. **Rates of Pay.** Retiree Seasonal Employee's rate of pay shall be in accordance with the Step 1 wage as identified in this COLLECTIVE BARGAINING AGREEMENT *Appendix A-4 Career Development*.
4. **Equipment Operation.** Retiree Seasonal Employees shall be allowed to operate all equipment they are qualified by the EMPLOYER and licensed by law to operate.
5. **Benefits.** Retiree Seasonal Employees shall not be eligible for any benefits under this AGREEMENT except those which may be required by law.
6. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.
7. **Probation Period.** All newly hired or rehired Retiree Seasonal Employees will serve a probationary period for the duration of their employment up to six (6) months.

At any time during the probationary period, a newly hired or rehired Retiree Seasonal Employee may be terminated at the sole discretion of the EMPLOYER.

Summertime Seasonal Employees

1. **Seasonal Employee:** An employee who works in a position that is between April 1 and October 31. All seasonal employees shall be terminated from employment on October 31. During the seasonal employment period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the seasonal period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2. No seasonal/temporary employee will operate any equipment requiring a CDL license, or any heavy equipment. No seasonal employee will operate tractors with buckets or self-propelled mowers that

exceed 48” in diameter. Exceptions to equipment operation may be made in specific and individual circumstances with mutual approval of the City and Union.

2. **Rates of Pay.** Seasonal employees’ rate of pay shall be in accordance with the seasonal/temporary pay plan established by the City Manager.
3. **Benefits.** Seasonal employees shall not be eligible for any benefits under this AGREEMENT except those which may be required by law.
4. **Probation Period.** All newly hired or rehired seasonal employees will serve a probationary period for the duration of their employment up to seven (7) months.

At any time during the probationary period, a newly hired or rehired seasonal employee may be terminated at the sole discretion of the EMPLOYER.

5. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.
6. **Contract Provisions Applicable.** Seasonal employees shall not be covered by those provisions of the contract relating to:
 - Call Back
 - Discipline
 - Seniority
 - Insurance

CITY OF EDINA

APPENDIX A-3

POLICY FOR THE PAYMENT OF UNUSED SICK LEAVE

This policy is hereby adopted by the City Council pursuant to Section 150 (Personnel Policy) of the City Code. The purpose of this policy is to provide monetary compensation to regular full time employees of the City for a portion of their unused sick leave. This payment will be made at the time of separation for employment. This policy is designed to phase out severance payments now provided to employees who voluntarily resign after 20 years of service.

Effective Date

This policy is effective for regular full-time employees who leave employment with the City on January 1, 2000, or thereafter.

Eligible Employees

Only current, regular full time employees as defined by Section 150 of the City Code who have completed their probationary period and leave employment with the City in good standing as defined by 150.16 of the Code are eligible. Employees covered by a Collective Bargaining Agreement are not eligible unless this policy is included as a provision in their Collective Bargaining Agreement.

Payment for Unused Sick Leave

Upon separation from regular full-time employment with the City, an eligible employee shall receive a lump sum payment equal to 50% of his or her accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours, (i.e. 1,920 hours of accrued and unused sick leave x 50% = 960 hours). The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

Severance Payments/ Option of Current Employees

Section 150 of the City Code provides for six weeks severance pay for regular full time employees who leave employment, in good standing, after 20 years of service. No employee hired after January 1, 2000, will be eligible for this severance payment.(Members of IUOE Local No. 49 will have thirty (30) days from the date of signing of the new 2000-2001 Labor Agreement, to make a choice. If the employee does not respond, he/she will automatically be converted to the new plan).

Persons who are regular full-time employees on January 1, 2000, may choose to either, i) accept six weeks severance pay after 20 years of service, or ii) accept a payment for unused sick leave as prescribed by this policy. Under no circumstances will an employee be eligible for both payments unless employment ends due to total and permanent disability or due to a permanent layoff as provided for in Section 150 of the Code.

Current employees must select the option described above no later than February 1, 2000. Employees who fail to select an option will automatically be converted to the payment for unused sick leave option and will not be eligible for severance pay upon separation.

CITY OF EDINA

APPENDIX A-4

CAREER DEVELOPMENT PROGRAM

The City of Edina Career Development Program is being created to provide advancement opportunities for all employees based on their performance, training, education and years of service. The program consists of 6 steps. Each step will have a certain number of requirements and associated pay. As employees advance through the steps they also increase their wages beyond what is currently available under the existing situation. In addition, there is not a limit on the number of employees who may progress to a higher step and earn the higher wage rate available.

The intent of the program is to provide the opportunity for employees to take greater ownership and responsibility for their professional development and advancement.

The following items serve to clarify the Career Development Program:

1. Definitions:

Department:

Parks
Streets
Utilities

Mechanics

Electrical/HVAC

Public Service Worker:

All Local 49 Maintenance Employees

Routine:

A regular course of procedure

2. Step 2 is considered to be the standard or minimum step for public service workers. All Local 49 maintenance personnel need to acquire the qualifications necessary to meet the requirements of Steps 1 through 2 within the first year of employment with the City.

Steps 3, 4, 5 and 6 have been created to recognize those employees who wish to advance in their field through training and education. Employees classified in any of these advanced steps will still be required to perform day-to-day maintenance tasks.

3. Employees are required to demonstrate that they successfully meet the qualifications of the subsequent step prior to their receiving approval to move to that step. The City must provide employees with the opportunity to obtain the necessary training and practice to move within the Career Development Program. Not being provided the opportunity for training and practice will not preclude an employee from moving within the program. To ensure every employee has equal access to training, the employee has the right to use the dispute resolution as outlined in Number 9 of Page 2 of the Career Development Program preamble.

4. Each employee is responsible for initiating his or her progress to the next step available by submitting a written application to their immediate supervisor. Once formal application is made, the following actions will take place:

A. The employee and team leader/supervisor will meet to establish a development program. It is the responsibility of the employee and team leader/foreman exclusively to complete this step.

B. Once a career development program is established, a series of meetings (2 minimum) over the projected time of the development program are required. The meetings will be to review the progress and to establish items to be accomplished prior to the next meeting. This is meant to ensure steady progress. Completion times may be adjusted by mutual agreement.

C. The employee is responsible for completing the documentation (forms to be provided by the Employer) regarding career development opportunities. Career development opportunities include the individual step requirements, training, and education that are specifically listed within each step.

5. The City reserves the right to place new employees within the Career Development Program based upon the needs of the City and the individual's qualifications. Regardless of what step the employee is hired at, all new employees are subject to one year probation and must meet the requirements of subsequent steps providing training is available.

6. The City reserves the right to reclassify public service workers in steps 3, 4, 5 or 6 if such employee no longer successfully fulfills the requirements of their respective step. The employee would be provided with a six month period to resolve what deficiencies exist prior to a reclassification, unless it is evident that the employee is not capable of correcting the deficiency, in which case the employee will be subject to reclassification. The team leader/supervisor is responsible for notifying the employee when a deficiency exists.
7. The grievance process as contained in the Labor Agreement between Local 49 and the City of Edina shall be followed for any disputes regarding any movement of public service workers.
8. The City has sole authority for determining whether an employee has qualified for advancement to the next public service worker step. The City will review the step advancement with a committee. The employee who is eligible for advancement shall have his/her program brought to a panel of three supervisors for review with the employee's team leader/supervisor.
9. A Career Development Committee would be created, as necessary, to act as a method of resolving disputes concerning the training and movement of the employees in the step program. The committee will consist of two management representatives and two union representatives selected by the Labor Management Committee.
10. New equipment purchased or leased which is not listed in the Step Program shall be classified by mutual agreement.
11. The Business Agent and/or Steward will meet with newly hired employees during the first two weeks of employment to explain and discuss the Career Development Program and the Collective Bargaining Agreement.
12. Classes taken for steps shall be credited only for the time period that they were required – no carry over of hours.

The Career Development Program will begin April 5, 2000 with June 1, 2000, as the final date to enroll and be given credit for step increases the employees have qualified for. As an example:

(If an employee enrolls in the program on April 15, 2000, and can successfully demonstrate he/she is qualified to move to Step 4, the difference in their current wage rate and the Step 4 wage rate will be retroactive to April 5, 2000.

If an employee waits until June 1, 2000, or later, the pay difference will occur when the qualifications have been documented through the application process.)

Hourly wage rates under the Career Development Program shall be as follows:

	<u>2010</u>	<u>2011</u>
	<u>½ %</u>	<u>1%</u>
Step 1	22.39	22.61
Step 2	23.86	24.10
	28	

Step 3	24.66	24.91
Step 4	25.95	26.21
Step 5	27.41	27.68
Step 6	28.86	29.15

CITY OF EDINA

MEMORANDUM OF UNDERSTANDING Central Pension Fund

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Drivers License (CDL) rules and the pending changes to those rules.

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.
3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
4. A contribution of \$1.44 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and, therefore, complies with limitations set forth under Minnesota Statute §356.24, subd. 1(10) as amended.
5. The parties agree that the Public Employees Retirement Association interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
7. The City of Edina does not warrant or represent the long term financial condition of the CPF.
8. Effective 3-17-07 the contribution rate equals \$1.44 per straight time hour worked.
9. Members, by majority vote, may change the contribution rate at any time during the life of the agreement. The Union and the Employer will work together to implement member approved changes as soon as practicable.

For IUOE, Local 49:

For the City of Edina:

Todd Doncavage, ABR

Scott Neal, City Manager

Dated _____

Dated _____

CITY OF EDINA

**MEMORANDUM OF UNDERSTANDING
Commercial Driver's License**

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Drivers License (CDL) rules and the pending changes to those rules.

The following conditions will apply to no more than five (5) Public Works employees in the Local 49 Bargaining Unit at any given time.

- A. If an employee temporarily loses his/her driver's license and CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license/CDL, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- B. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
- C. The application of this Agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
- D. This Memorandum of Understanding applies to driving violations outside the workplace.
- E. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
- F. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum will remain in effect from January 1, 2010 through December 31, 2011. As of January 1, 2012, this Memo may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49:

For the City of Edina:

Todd Doncavage, ABR

Scott Neal, City Manager

Dated _____

Dated _____

LABOR AGREEMENT

between

CITY OF EDINA

and

. MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION,
LOCAL NO. 320

Representing: Police Officers

January 1, 2010 to December 31, 2011

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ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2010 between the City of Edina, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

ARTICLE II. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A03 Subdivision 14, for all police personnel in the following job classifications:

Patrol Officer

Detective

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The Edina Police Department

3.5 EMPLOYER: The City of Edina

3.6 CHIEF: The Chief of the Edina Police Department

3.7 DETECTIVE: An employee specifically assigned by the Employer to the job classification and/or job position of Detective.

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3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.

3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.10 REST BREAKS: Periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.

3.11 LUNCH BREAK: A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.

3.12 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE IV. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal function of the Employer.

ARTICLE V. EMPLOYER AUTHORITY

5.1 The Employer retains full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs, to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE VI. UNION SECURITY

6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.

6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.

2

6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgment brought or issued against the Employer as a

result of any action taken or not taken by the Employer under the provision of this article.

6.5 The Employer shall prepare a letter to be given to each new employee. The letter shall describe the employee's responsibility under Section 179A.06, Subd.3.

ARTICLE VII. EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

7.1 DEFINITION OF GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 UNION REPRESENTATIVE

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and their successors when so designated as provided by 6.2 of this Agreement.

7.3 PROCESS OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after

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alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed in writing to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and

discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3-A. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by

the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without the power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 3, the grievance remains

unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article VII or another appeal procedure -- and shall sign a statement of the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

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ARTICLE VIII. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Edina. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE IX. SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the Employer.

9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.

9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.

9.6 One continuous vacation period shall be selected on the basis of seniority until March 15th of each calendar year.

ARTICLE X. DISCIPLINE

10.1 The Employer will discipline for just cause only. Discipline will be in one or more of the following forms:

- a) oral reprimand;
- b) written reprimand;
- c) demotion;

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- d) suspension with or without pay; or
- e) discharge

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by

signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article VII.

ARTICLE XI. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XII WORK SCHEDULES

12.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time

12.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE XIII. OVERTIME

13.1 Employees will be compensated at one and one-half (1 - 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.

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13.2 Overtime will be distributed as equally as practicable.

13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.

13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.

13.7 Those employees who are scheduled and work on New Year's Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, 1/2 day on Christmas Eve, and 1/2 day on New Year's Eve, shall receive one and one-half (1 1/2) times their regular rate of pay for the time worked.

ARTICLE XIV. COURT TIME/STANDBY

14.1 An employee who is required to appear in court during their scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. If the court appearance is during the employee's off duty time and the court appearance is canceled, the employee will be given a forty-eight (48) hour notice of cancellation. If notification of cancellation is not given in the forty-eight (48) hour time frame, the employee will receive two (2) hours pay at one and one-half (1 1/2) times the employee's regular pay rate. An extension early report to a regularly-scheduled shift for court appearance does not qualify the

employee for the two (2) hour minimum.

14.2 Proper notification of court cancellation will consist of a court cancellation notice being placed in the officer's mail slot. The notice will be stamped with the date and time it is placed in the officer's mail slot, thereby constituting proper notification if prior to forty-eight (48) hours of the court assignment time. It will be the officer's responsibility to ascertain if he/she has received a cancellation notice.

14.3 An employee who is required to appear in court during his/her scheduled off-duty time on the same day as that on which he/she completes a 1800 - 0600 shift shall be paid at the rate of two (2) times the employee's base pay rate. This shall apply only to employees working the 1800 - 0600 shift as part of the regularly assigned schedule.

14.4 Employees required by the Employer to standby shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.

Employee's required by the Employer to standby during his/her off-duty time on
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the same day as that on which he/she completes a 1800- 0600 shift shall receive a minimum of two (2) hours pay at the rate of two (2) times the employee's base pay rate. After the two (2) hour minimum has been reached, employees shall be paid at the rate of one (1) hour pay for each additional hour on standby. Proper notification of court cancellation for standby shall be specified in Article 14.2.

ARTICLE XV. CALL BACK TIME

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE XVI. WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive, effective January 1, 1991, the highest salary step of the higher classification for the duration of the assignment.

ARTICLE XVII. INSURANCE

The Employer will contribute \$775.00 per month in 2010 for City provided employee benefit coverage, and life insurance, and for optional benefits offered by the City through its flexible benefit plan. Effective January 1, 2011, the bargaining unit will receive an increase in the employer contribution equivalent to that amount approved by the City Council for all other employees. This provision shall be retroactive to January 1, 2010.

ARTICLE XVIII. UNIFORMS

Uniform items in current use will be replaced as needed. Uniform items are those currently purchased by the Employer and excludes personal gear. Authorizations for additional new equipment rests exclusively with the Employer.

ARTICLE XIX. INJURY ON DUTY

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's normal net take home pay (i.e. regular salary less mandatory deductions) and Worker's Compensation insurance payments for a period not to exceed seven hundred and twenty hours (720) per injury, not charged to the employees vacation, sick leave or other accumulated paid benefits, after a forty hours (40) initial waiting period per injury. The forty hours (40) waiting period shall be charged to the employee's sick leave account less Workers Compensation insurance payments applicable to those days.

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ARTICLE XX. LONGEVITY

Effective July 1, 1978, the following terms and conditions are effective:

20.1 After four (4) years of continuous employment each employee shall be paid three and one-quarter percent (3.25%) of the employee's base rate.

20.2 After seven (7) years of continuous employment each employee shall be paid supplementary pay of five and one-quarter percent (5.25%) of the employee's base rate.

20.3 After ten (10) years of continuous employment each employee shall be paid supplementary pay of seven and one-quarter percent (7.25%) of the employee's base rate.

20.4 After thirteen (13) years of continuous employment each employee shall be paid supplementary pay of nine and one-half percent (9.50%) of the employee's base rate.

ARTICLE XXI. VACATION

21.1 The following minimum vacation schedule shall apply to job classification covered by this Agreement:

0-5 years of service - 80 hours per year

6-10 years of service - 120 hours per year

Over 10 years of service - eight additional hours per year not to exceed one hundred sixty eight hours.

21.2 Employees may reduce their vacation balance by cashing out a maximum of forty (40) hours per calendar year.

ARTICLE XXII. SEVERANCE PAY

Employees who voluntarily leave employment with the City of Edina with two (2) weeks' notice, and who have completed at least twenty (20) years of continuous employment with the City, shall receive six (6) weeks of pay upon such termination. A person may only receive one severance payment from the City.

ARTICLE XXIII. SICK LEAVE WITH PAY

23.1 Employees shall accrue sick leave, at the rate of eight (8) hours per month. There is a maximum accumulation of nine hundred and sixty (960) hours.

23.2 Employees may reduce their sick leave balance one hundred twenty hours (120) to provide leave time in connection with the birth or adoption of a child.

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23.3 Unused Sick Leave - Sick leave will accrue eight (8) hours per month to a maximum of 960 hours. On an annual basis, (January 1 to December 31) 25% of all hours of unused sick leave above 960 hours may be placed in an account that may be used and scheduled like vacation. Time from the unused sick leave account may be used only when it is not detrimental to the Employer. The maximum amount of unused sick time an employee can use annually is three twenty-four (24) hours. There is no banking or accruing the time in the unused sick leave account; all time placed in the account must be used before the end of the year in which the time was placed in the account. All accounts will be cleared on December 31st of each year. Employees whose sick leave balances drop below 960 hours are not eligible for this provision of the contract.

23.4 Employees hired prior to January 1, 2000 can rebid. Employees hired prior to January 1, 2000 will have thirty (30) days after the contract has been signed to decide as to what sick leave policy they would like to participate in. Once the employee's decision is made, it will be final. (See new City policy on sick time.)

ARTICLE XXIV. HOLIDAYS

24.1 Employees shall receive eighty-eight (88) hours each year. Employees have holidays calculated in the setting of their schedules.

24.2 For the purposes of this Article and Article 13.7 the holiday commences at 0000 hours 'the day of the official day and terminates at 2359 hours the day of the holiday.

24.3 All employees working a 5-2 or 4-3 schedule shall receive eight (8) hours floating holiday time for their use, which shall be scheduled by them in the same manner as vacation.

ARTICLE XXV. EMPLOYEE FITNESS INCENTIVE

25.1 Eligibility for the employees fitness incentive shall be based upon the City of Edina's Police Fitness Program dated January 1, 1994. Employees eligible for the fitness incentive shall receive not more than \$625.00 per year to be applied to the cost of dues or fees for membership or use of a qualifying fitness facility or program. In no event shall the amount of the incentive paid exceed the actual cost of the dues, fees or program costs. Eligible employees shall receive the fitness incentive in not more than two (2) payments to be issued within three (3) weeks after submission to the Employer of evidence required by the Fitness Incentive Program.

25.2 The City will sponsor a wellness program to a maximum of \$2,000.00 in training through a program provided by the Department.

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ARTICLE XXVI. P.O.S.T. BOARD LICENSURE

The City will pay the P.O.S.T. license fee for all employees covered by this contract.

ARTICLE XXVII. WAIVER

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

- The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXVIII. DURATION

This Agreement shall be effective January 1, 2010, except herein noted, and shall remain in full force and effect until the 31 st day of December, 2011. In witness thereof, the parties hereto have executed this Agreement on this 15th day of February 1, 2011.

FOR CITY OF EDINA FOR TEAMSTERS LOCAL #320

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APPENDIX A

1. WAGE RATES FOR 2010 and 2011

January 1, 2010(3%) January 1, 2011 (3%)

Start \$50,064.78 \$51,566.73

Year 1 \$53,389.05 \$54,990.73

Year 2 \$60,062.87 \$61,864.76

Year 3 \$66,736.49 \$68,738.59

Year 4 \$68,071.22 \$70,113.36

Year 5 \$68,690.19 \$70,750.90

2. Employees classified or assigned as a Field Training Officer shall receive \$5.00 per hour (while performing the duties of Field Training Officer) in addition to their regular wages for 2010 and 2011.

3. Employees assigned as Training Officer, School Liaison, Detective or Narcotics Officer shall receive \$375.00 per month in addition to their regular wages in 2010 and 2011.

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MEMORANDUM OF UNDERSTANDING

between the

CITY OF EDINA POLICE DEPARTMENT

and the

TEAMSTERS LOCAL 320

on behalf of the

POLICE OFFICERS

The following Letter of Agreement is made between the City of Edina and Teamsters Local 320.

WHERE AS, the City of Edina Police Department and Teamsters Local 320 are in agreement to the following:

1. That the City allow employees to participate in a Post Retirement Health Insurance Plan through the Minnesota State Retirement System.

2. That participation will be done through severance or sick time pay.

FURTHERMORE, the City of Edina and Teamsters Local 320 agree this will be retroactive to January 1, 2010.



**City of Edina and Local 49
Proposed Contract Changes
March 6, 2012**



ARTICLE X - Overtime

10.6 All ~~emergency overtime~~ work performed by employees between the hours of 12:00 A.M. and 11:59 P.M. on New Year's Day, the Fourth of July, Labor Day, Christmas Day, Thanksgiving Day, Christmas Eve and New Year's Eve ~~after 1/2 the regular work shift when the Christmas Eve and New Year's Eve fall on Monday, Tuesday, Wednesday, or Thursday, shall be paid at two (2) times their regular rate of pay. When Christmas Eve and New Year's Eve fall on Friday, Saturday, or Sunday all work performed after 12:00 PM will be paid two times the regular rate of pay.~~

ARTICLE XIII. VACATION

Delete current text in 13.4 and replace with:

13.4 Effective 1-1-13, employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment.

Transition to New Cap

In November, 2012, employees who have more than the maximum accrual will be allowed to cash out up to 80 hours of vacation at the current base rate of pay.

In January, 2013 any amount of vacation over 200 hours will be placed into an "Excess Vacation Accrual Account". This is a one-time transfer. Employees will not be able to add any vacation to the EVAA after January, 2013.

The balance in the EVAA will be reflected on the employee's pay stub and can be used in the following ways:

- Vacation or sick leave in one-hour increments.
 - In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on city finances.
 - Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.
- 13.7 New Employees. The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

ARTICLE XXI – Tuition Reimbursement

Delete current text in 21.2 and replace with:

- 21.2 The Employer shall pay 100% of the initial cost of classes being taken to fulfill a Career Development requirement. At completion of the class, Employees not eligible to have received full payment in accordance with the chart below, shall have any difference owed the City withheld from their next paychecks until such amount has been fully repaid to the Employer. Employees leaving the City before class completion shall have the full amount withheld from their final paycheck.

For non-Career Development class requirements, The EMPLOYER will reimburse eligible employees upon presentation of their final grades for the following:

Grade of A	100% of tuition
Grade of B	100% of tuition
Grade of C	90% of tuition
Grade of D	0% of tuition
Pass/Fail	100% of tuition if passed

The total amount reimbursed for both career development and non-career development courses annually will not exceed the total annual amount permitted by the IRS as an employer provided educational benefit.

ARTICLE XXVI – DISCIPLINE

- 26.2 After four years of employment, the EMPLOYER will annually review an employee's personnel file. The EMPLOYER will not consider for discipline purposes remove from the employee's personnel record, letters and other written documents that relate to reprimand and commendations; and all such documents that are older than three (3) years.

ARTICLE XXXI – Insurance

The EMPLOYER shall contribute \$775.00 per month in 2010 for the City provided employee benefit coverage, and life insurance, and for optional benefits offered by the City through its flexible benefit plan. In year 2011, the EMPLOYER will provide the same employer contribution to the City's cafeteria plan as is given to all non-union City employees.

ARTICLE XXXII - INJURY ON DUTY [IOD]

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER ~~will~~ may choose to be paid the difference between the employee's normal net take home pay (i.e., regular salary less mandatory deductions) and Worker's Compensation Insurance payments for a period not to exceed ninety (90) working days, ~~not~~ charged to the employee's sick leave, vacation, or other accumulated benefits.

ARTICLE XXXIV – Duration

- January 1, 2012 through December 31, 2013

APPENDIX A-1 – Wages & APPENDIX A-4 – Career Development Program

- 2% increase to all steps and classifications effective 1-1-2012.

- 2% increase to all steps and classifications effective 1-1-2013.

MISC.

- Clean up spelling, format and outdated references in contract. (Lisa will work with Todd to complete this.)

MOU'S

- Change dates of all MOU's and resign (see below for changes to the MOU regarding loss of license)
- The Union will discuss possible changes to the HCSP with its membership upon ratification of the contract. The City and Union will include the agreed HCSP program as an MOU to the contract.

CITY OF EDINA

**MEMORANDUM OF UNDERSTANDING
Commercial Driver's License**

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Drivers License (CDL) rules and the pending changes to those rules.

The following conditions will apply to no more than five (5) Public Works employees in the Local 49 Bargaining Unit at any given time. Additionally, only a maximum of three (3) of the above five (5) Public Works employees may be without a Class C driver's license

- A. If an employee temporarily loses his/her ~~driver's license and~~ CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a ~~driver's license/CDL~~, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- B. If an employee temporarily loses his/her driver's license and CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license/CDL, not to exceed six (6) ~~twelve (12)~~ months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- C. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
- D. The application of this Agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
- E. This Memorandum of Understanding applies to driving violations outside the workplace.
- F. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
- G. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum will remain in effect from January 1, 2012 through December 31, 2013. As of January 1, 2013, this Memo may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49:

For the City of Edina:

Todd Doncavage, ABR

Scott Neal, City Manager

Dated _____

Dated _____

City of Edina and Local 320 Police Officer Unit Proposed Contract Language

ARTICLE XVII. INSURANCE

~~The Employer will contribute \$775.00 per month in 2010 for City provided employee benefit coverage, and life insurance, and for optional benefits offered by the City through its flexible benefit plan. Effective January 1, 2011, the bargaining unit will receive an increase in the employer contribution equivalent to that amount approved by the City Council for all other employees. This provision shall be retroactive to January 1, 2010.~~

ARTICLE XXI. VACATION

21.1 The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

21.3 Effective 1-1-13, employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment.

21.4 Transition to New Cap

In November, 2012, employees who have more than the maximum accrual will be allowed to cash out up to 40 hours of vacation at the current base rate of pay. This is in addition to leave cashed out under 21.2

In January, 2013 any amount of vacation over 200 hours will be placed into an "Excess Vacation Accrual Account". This is a one-time transfer. Employees will not be able to add any vacation to the EVAA after January, 2013.

The balance in the EVAA will be reflected on the employee's pay stub and can be used in the following ways:

- Vacation or FMLA leave of 40 consecutive hours or more.
- In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on city finances.
- Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

ARTICLE XXV. EMPLOYEE FITNESS INCENTIVE

- ~~25.2 The City will sponsor a wellness program to a maximum of \$2000.00 in training through a program provided by the Department.~~

Wages and Duration.

ARTICLE XXIX DURATION

- **DURATION (2 years)**
- **Wages : 2% 2012 2% 2013**

MEMORANDUM OF UNDERSTANDING: RETIREE HEALTH SAVINGS PLAN (MSRS)

The city agrees to work with a labor-management committee to develop an MOU expanding contributions to the current Health Care Savings plan which is currently funded exclusively by sick leave pay at termination. Options would include severance, vacation, and sick leave payouts.

SPECIAL ASSIGNMENTS

The City and Union have agreed on guidelines for rotational assignments.